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12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
14
15

16 JINNO INTERNATIONAL USA, LLC,
17 Plaintiff,
18

19 v.

20 NECESSARY OBJECTS; *et al.*,
21

22 Defendants.
23
24

Case No.: CV18-03380-ODW-JPR
Honorable Otis D. Wright II Presiding
Referred to Magistrate Jean P. Rosenbluth

STIPULATED PROTECTIVE ORDER

25 Complaint Filed: April 23, 2018
26 Trial Date: April 2, 2018
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28

1 A. PURPOSES AND LIMITATIONS

2 Discovery in this action is likely to involve production of confidential,
3 proprietary or private information for which special protection from public
4 disclosure and from use for any purpose other than prosecuting this litigation may
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
6 enter the following Stipulated Protective Order. The parties acknowledge that this
7 Order does not confer blanket protections on all disclosures or responses to
8 discovery and that the protection it affords from public disclosure and use extends
9 only to the limited information or items that are entitled to confidential treatment
10 under the applicable legal principles.

11 B. GOOD CAUSE STATEMENT

12 This action is likely to involve trade secrets, customer and pricing lists and
13 other valuable research, development, commercial, financial, technical and/or
14 proprietary information for which the parties believe special protection from public
15 disclosure and from use for any purpose other than prosecution of this action is
16 warranted. Such confidential and proprietary materials and information consist of,
17 among other things, confidential business or financial information, information
18 regarding confidential business practices, or other confidential research,
19 development, or commercial information (including information implicating
20 privacy rights of third parties), information otherwise generally unavailable to the
21 public, or which may be privileged or otherwise protected from disclosure under
22 state or federal statutes, court rules, case decisions, or common law. Accordingly,
23 to expedite the flow of information, to facilitate the prompt resolution of disputes
24 over confidentiality of discovery materials, to adequately protect information the
25 parties are entitled to keep confidential, to ensure that the parties are permitted
26 reasonable necessary uses of such material in preparation for and in the conduct of
27 trial, to address their handling at the end of the litigation, and serve the ends of
28 justice, a protective order for such information is justified in this matter. It is the

1 intent of the parties that information will not be designated as confidential for tactical
2 reasons and that nothing be so designated without a good faith belief that it has been
3 maintained in a confidential, non-public manner, and there is good cause why it should
4 not be part of the public record of this case.

5 C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER SEAL

6 The parties further acknowledge, as set forth in Section 12.3, below, that this
7 Stipulated Protective Order does not entitle them to file confidential information under
8 seal; Local Civil Rule 79-5 sets forth the procedures that must be followed and the
9 standards that will be applied when a party seeks permission from the court to file material
10 under seal.

11 There is a strong presumption that the public has a right of access to judicial
12 proceedings and records in civil cases. In connection with non-dispositive motions, good
13 cause must be shown to support a filing under seal. See *Kamakana v. City and County of*
14 *Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307 F.3d
15 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576,
16 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause showing), and
17 a specific showing of good cause or compelling reasons with proper evidentiary support
18 and legal justification, must be made with respect to Protected Material that a party seeks
19 to file under seal. The parties' mere designation of Disclosure or Discovery Material as
20 CONFIDENTIAL does not— without the submission of competent evidence by
21 declaration, establishing that the material sought to be filed under seal qualifies as
22 confidential, privileged, or otherwise protectable—constitute good cause.

23 Further, if a party requests sealing related to a dispositive motion or trial, then
24 compelling reasons, not only good cause, for the sealing must be shown, and the relief
25 sought shall be narrowly tailored to serve the specific interest to be protected. See *Pintos*
26 *v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type
27 of information, document, or thing sought to be filed or introduced under seal in
28 connection with a dispositive motion or trial, the party seeking protection must articulate

1 compelling reasons, supported by specific facts and legal justification, for the
2 requested sealing order. Again, competent evidence supporting the application to
3 file documents under seal must be provided by declaration.

4 Any document that is not confidential, privileged, or otherwise protectable
5 in its entirety will not be filed under seal if the confidential portions can be
6 redacted. If documents can be redacted, then a redacted version for public viewing,
7 omitting only the confidential, privileged, or otherwise protectable portions of the
8 document, shall be filed. Any application that seeks to file documents under seal
9 in their entirety should include an explanation of why redaction is not feasible.

10 1. DEFINITIONS

11 2.1 Action: this pending federal lawsuit.

12 2.2 Challenging Party: a Party or Non-Party that challenges the designation
13 of information or items under this Order.

14 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
15 how it is generated, stored or maintained) or tangible things that qualify for
16 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
17 the Good Cause Statement.

18 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
19 support staff).

20 2.5 Designating Party: a Party or Non-Party that designates information or
21 items that it produces in disclosures or in responses to discovery as
22 “CONFIDENTIAL.”

23 2.6 Disclosure or Discovery Material: all items or information, regardless of
24 the medium or manner in which it is generated, stored, or maintained (including,
25 among other things, testimony, transcripts, and tangible things), that are produced
26 or generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent
2 to the litigation who has been retained by a Party or its counsel to serve as an expert
3 witness or as a consultant in this Action.

4 2.8 “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES ONLY” Information or
5 Items: extremely sensitive “CONFIDENTIAL” Information or Items, the disclosure of
6 which to another Party or Non-Party would create a substantial risk of serious harm that
7 could not be avoided by less restrictive means.

8 2.9 House Counsel: attorneys who are employees of a party to this Action. House
9 Counsel does not include Outside Counsel of Record or any other outside counsel.

10 2.10 Non-Party: any natural person, partnership, corporation, association or other
11 legal entity not named as a Party to this action.

12 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this
13 Action but are retained to represent or advise a party to this Action and have appeared in
14 this Action on behalf of that party or are affiliated with a law firm that has appeared on
15 behalf of that party, and includes support staff.

16 2.12 Party: any party to this Action, including all of its officers, directors,
17 employees, consultants, retained experts, and Outside Counsel of Record (and their
18 support staffs).

19 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery
20 Material in this Action.

21 2.14 Professional Vendors: persons or entities that provide litigation support
22 services (e.g., photocopying, videotaping, translating, preparing exhibits or
23 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
24 their employees and subcontractors.

25 2.15 Protected Material: any Disclosure or Discovery Material that is designated
26 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY.”
28

1 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or
6 extracted from Protected Material; (2) all copies, excerpts, summaries, or
7 compilations of Protected Material; and (3) any testimony, conversations, or
8 presentations by Parties or their Counsel that might reveal Protected Material. Any
9 use of Protected Material at trial shall be governed by the orders of the trial judge.
10 This Order does not govern the use of Protected Material at trial.

11 4. DURATION

12 Once a case proceeds to trial, information that was designated as
13 CONFIDENTIAL or maintained pursuant to this protective order used or
14 introduced as an exhibit at trial becomes public and will be presumptively available
15 to all members of the public, including the press, unless compelling reasons
16 supported by specific factual findings to proceed otherwise are made to the trial
17 judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81 (distinguishing
18 “good cause” showing for sealing documents produced in discovery from
19 “compelling reasons” standard when merits-related documents are part of court
20 record). Accordingly, the terms of this protective order do not extend beyond the
21 commencement of the trial.

22 5. DESIGNATING PROTECTED MATERIAL

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.
24 Each Party or Non-Party that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that
26 qualifies under the appropriate standards. The Designating Party must designate
27 for protection only those parts of material, documents, items or oral or written
28 communications that qualify so that other portions of the material, documents,

1 items or communications for which protection is not warranted are not swept unjustifiably
2 within the ambit of this Order.

3 Mass, indiscriminate or routinized designations are prohibited. Designations that
4 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
5 to unnecessarily encumber the case development process or to impose unnecessary
6 expenses and burdens on other parties) may expose the Designating Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it
8 designated for protection do not qualify for protection, that Designating Party must
9 promptly notify all other Parties that it is withdrawing the inapplicable designation.

10 5.2 Manner and Timing of Designations. Except as otherwise provided in this
11 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or
12 ordered, Disclosure or Discovery Material that qualifies for protection under this Order
13 must be clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic
16 documents, but excluding transcripts of depositions or other pretrial or trial
17 proceedings), that the Producing Party affix at a minimum, the legend
18 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
19 ONLY" (hereinafter "CONFIDENTIAL legend"), to each page that contains
20 protected material. If only a portion of the material on a page qualifies for
21 protection, the Producing Party also must clearly identify the protected portion(s)
22 (e.g., by making appropriate markings in the margins).

23 A Party or Non-Party that makes original documents available for inspection
24 need not designate them for protection until after the inspecting Party has indicated
25 which documents it would like copied and produced. During the inspection and
26 before the designation, all of the material made available for inspection shall be
27 deemed "CONFIDENTIAL." After the inspecting Party has identified the
28 documents it wants copied and produced, the Producing Party must determine

1 which documents, or portions thereof, qualify for protection under this
2 Order. Then, before producing the specified documents, the Producing Party
3 must affix the “CONFIDENTIAL legend” to each page that contains
4 Protected Material. If only a portion of the material on a page qualifies for
5 protection, the Producing Party also must clearly identify the protected
6 portion(s) (e.g., by making appropriate markings in the margins).

7 (b) for testimony given in depositions that the Designating Party
8 identifies the Disclosure or Discovery Material on the record, before the
9 close of the deposition all protected testimony.

10 (c) for information produced in some form other than documentary
11 and for any other tangible items, that the Producing Party affix in a
12 prominent place on the exterior of the container or containers in which the
13 information is stored the legend “CONFIDENTIAL.” If only a portion or
14 portions of the information warrants protection, the Producing Party, to the
15 extent practicable, shall identify the protected portion(s).

16 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
17 failure to designate qualified information or items does not, standing alone, waive
18 the Designating Party’s right to secure protection under this Order for such
19 material. Upon timely correction of a designation, the Receiving Party must make
20 reasonable efforts to assure that the material is treated in accordance with the
21 provisions of this Order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
24 designation of confidentiality at any time that is consistent with the Court’s
25 Scheduling Order.

26 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
27 resolution process under Local Rule 37.1 et seq.
28

1 6.3 The burden of persuasion in any such challenge proceeding shall be on the
2 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
3 to harass or impose unnecessary expenses and burdens on other parties) may expose the
4 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
5 the confidentiality designation, all parties shall continue to afford the material in question
6 the level of protection to which it is entitled under the Producing Party’s designation until
7 the Court rules on the challenge.

8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is
10 disclosed or produced by another Party or by a Non-Party in connection with this Action
11 only for prosecuting, defending or attempting to settle this Action. Such Protected
12 Material may be disclosed only to the categories of persons and under the conditions
13 described in this Order. When the Action has been terminated, a Receiving Party must
14 comply with the provisions of section 13 below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a
16 location and in a secure manner that ensures that access is limited to the persons
17 authorized under this Order.

18 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
19 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
20 may disclose any information or item designated “CONFIDENTIAL” only to:

21 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
22 as employees of said Outside Counsel of Record to whom it is reasonably
23 necessary to disclose the information for this Action;

24 (b) the officers, directors, and employees (including House Counsel) of the
25 Receiving Party to whom disclosure is reasonably necessary for this Action;

26 (c) Experts (as defined in this Order) of the Receiving Party to whom
27 disclosure is reasonably necessary for this Action and who have signed the
28 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (d) the court and its personnel;
2 (e) court reporters and their staff;
3 (f) professional jury or trial consultants, mock jurors, and Professional
4 Vendors to whom disclosure is reasonably necessary for this Action and who
5 have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
6 A);

7 (g) the author or recipient of a document containing the information
8 or a custodian or other person who otherwise possessed or knew the
9 information;

10 (h) during their depositions, witnesses, and attorneys for witnesses, in
11 the Action to whom disclosure is reasonably necessary provided: (1) the
12 deposing party requests that the witness sign the form attached as Exhibit 1
13 hereto; and (2) they will not be permitted to keep any confidential
14 information unless they sign the “Acknowledgment and Agreement to Be
15 Bound” (Exhibit A), unless otherwise agreed by the Designating Party or
16 ordered by the court. Pages of transcribed deposition testimony or exhibits
17 to depositions that reveal Protected Material may be separately bound by the
18 court reporter and may not be disclosed to anyone except as permitted under
19 this Stipulated Protective Order; and

20 (i) any mediator or settlement officer, and their supporting personnel,
21 mutually agreed upon by any of the parties engaged in settlement discussions
22 or appointed by the Court.

23 7.3 Disclosure of “HIGHLY CONFIDENTIAL -- ATTORNEYS’ EYES
24 ONLY” Information or Items. Unless otherwise ordered by the court or permitted
25 in writing by the Designating Party, a Receiving Party may disclose any
26 information or item designated “CONFIDENTIAL” only to:
27
28

1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
2 as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this Action;

4 (b) Experts (as defined in this Order) of the Receiving Party to whom
5 disclosure is reasonably necessary for this Action and who have signed the
6 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

7 (c) the court and its personnel;

8 (d) private court reporters and their staff to whom disclosure is reasonably
9 necessary for this Action and who have signed the "Acknowledgment and
10 Agreement to Be Bound" (Exhibit A);

11 (e) professional jury or trial consultants, mock jurors, and Professional
12 Vendors to whom disclosure is reasonably necessary for this Action and who have
13 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (f) the author or recipient of a document containing the information or a
15 custodian or other person who otherwise possessed or knew the information; and

16 (g) any mediator or settlement officer, and their supporting personnel,
17 mutually agreed upon by any of the parties engaged in settlement discussions or
18 appointed by the Court.

19 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
20 OTHER LITIGATION

21 If a Party is served with a subpoena or a court order issued in other litigation that
22 compels disclosure of any information or items designated in this Action as
23 "CONFIDENTIAL," that Party must:

24 (a) promptly notify in writing the Designating Party. Such notification shall
25 include a copy of the subpoena or court order unless prohibited by law;

26 (b) promptly notify in writing the party who caused the subpoena or order to
27 issue in the other litigation that some or all of the material covered by the subpoena
28

1 or order is subject to this Protective Order. Such notification shall include a
2 copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served
6 with the subpoena or court order shall not produce any information designated in
7 this action as “CONFIDENTIAL” before a determination by the court unless the
8 Party has obtained the Designating Party’s permission. The Designating Party shall
9 bear the burden and expense of seeking protection in court of its confidential
10 material and nothing in these provisions should be construed as authorizing or
11 encouraging a Receiving Party in this Action to disobey a lawful directive from
12 another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
14 IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a Non-
16 Party in this Action and designated as “CONFIDENTIAL.” Such information
17 produced by Non-Parties in connection with this litigation is protected by the
18 remedies and relief provided by this Order. Nothing in these provisions should be
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party’s confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party’s
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-Party
25 that some or all of the information requested is subject to a confidentiality
26 agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-

1 discovery order that provides for production without prior privilege review.
2 Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
3 an agreement on the effect of disclosure of a communication or information
4 covered by the attorney-client privilege or work product protection, the parties may
5 incorporate their agreement in the stipulated protective order submitted to the court
6 if the Court so allows.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order, no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in
13 this Stipulated Protective Order. Similarly, no Party waives any right to object on
14 any ground to use in evidence of any of the material covered by this Protective
15 Order.

16 12.3 Filing Protected Material. A Party that seeks to file under seal any
17 Protected Material must comply with Local Civil Rule 79-5. Protected Material
18 may only be filed under seal pursuant to a court order authorizing the sealing of
19 the specific Protected Material at issue. If a Party's request to file Protected
20 Material under seal is denied by the court, then the Receiving Party may file the
21 information in the public record unless otherwise instructed by the court.

22 13. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 4, within
24 60 days of a written request by the Designating Party, each Receiving Party must
25 return all Protected Material to the Producing Party or destroy such material. As
26 used in this subdivision, "all Protected Material" includes all copies, abstracts,
27 compilations, summaries, and any other format reproducing or capturing any of the
28 Protected Material. Whether the Protected Material is returned or destroyed, the

Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: November 7, 2018 By: /s/ Justin M. Gomes
Scott A. Burroughs, Esq.
Trevor W. Barrett, Esq.
Justin M. Gomes, Esq.
DONIGER /BURROUGHS
Attorneys for Plaintiff

Dated: November 7, 2018 By: /s/ Todd M. Lander
Todd M. Lander
FREEMAN, FREEMAN & SMILEY, LLP
Attorneys for Defendants NECESSARY, LTD
and MACY'S, INC.

Dated: November 7, 2018 By: /s/ J. Randall Boyer
Aaron Renfro
J. Randall Boyer
CALL & JENSEN LLP
A Professional Corporation

Attorneys for Defendant ELOTEX
INTERNATIONAL, INC.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: November 13, 2018



HON. JEAN P. ROSENBLUTH United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that I
have read in its entirety and understand the Stipulated Protective Order that was issued
by the United States District Court for the Central District of California in the case of
Jinno International USA, LLC v. Necessary Objects, et al., Case Number 2:18-cv-
003380-ODW-JPR. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so comply
could expose me to sanctions and punishment in the nature of contempt. I solemnly
promise that I will not disclose in any manner any information or item that is subject to
this Stipulated Protective Order to any person or entity except in strict compliance with
the provisions of this Order. I further agree to submit to the jurisdiction of the United
States District Court for the Central District of California for enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or type
full name] of _____ [print or type full address
and telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____